

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT 1978 1 M LEASE, SALE AND LEASE BACK AGREEMENT INTESTATE COMMERCE COMMISSION ASSIGNMENT OF LEASE AND AGREEMENT

THIS AMENDMENT, dated as of December 31, 1975, among (i)
NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized
under the Rail Passenger Service Act, as amended, and the laws of
the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING
BANK, an instrumentality of the United States of America created
under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST
NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY,
a New York corporation (the "Builder").

WITNESSETH:

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

WHEREAS, pursuant to a Sale and Lease Back Agreement (the "Sale and Lease Back Agreement") dated as of June 1, 1975 between the Trustee and the Railroad, Trustee agreed to purchase the Locomotives from the Railroad;

WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement
(herein the "Assignment of Lease and Agreement") dated as of
June 1, 1975, between Trustee and Federal Financing Bank, Trustee
assigned its right, title and interest as Lessor under the Equipment Lease to Federal Financing Bank subject to Trustee's rights
to exercise its rights, powers and privileges under said Lease
provided there has been no default under the Conditional Sale
Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1,

1975 (hereinafter the "Trust Agreement") among the Trustors and
the Trustee, the Trustee is authorized to amend any of the abovedescribed documents to which it is a party upon the written

consent of all Trustors;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

- A. Capacity of the Parties.
- 1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.
- 2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale

 Agreement and the Sale and Lease Back Agreement.
- 3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

- 4. The Builder shall execute this Amendment in its capacity as a party to the Conditional Sale Agreement.
 - B. Amendment to the Equipment Lease.
- 1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.
- 2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:
 - a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.
 - b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.
- 3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.
- 4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.
 - 5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

- D. Amendment of the Conditional Sale Agreement.
- 1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

- 2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.
 - E. Amendment to the Sale and Lease Back Agreement.
- 1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back
 Agreement is hereby deleted in its entirety.
- 2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.
 - F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his carlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

SEATTLE-FIRST NATIONAL BANK, Trustee

ATTEST:	
	By
	NATIONAL RAILROAD PASSENGER CORPORATION
	By Its Brazier
Elipe & Wander	
	FEDERAL FINANCING BANK
	By
ATTEST:	

GENERAL	ELECTRIC	COMPANY
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ATTEST:

STATE OF WASHINGTO				•	
COUNTY OF KING) ss.)			•	; ;
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ally appeared				personall	
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of SEATTLE-FIRST N					
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of Directors; and					ne foregoin
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			NOTARY P	UBLIC	
		My Comm	ission Expi	res:	-

[Seal]

CITY OF WASHINGTON)

DISTRICT OF COLUMBIA)

On this & day of Carl, 1976, before me personally appeared Oole Remies, to me personally known, who being by me duly sworn, says that he is an authorized officer of NATIONAL PAILROAD PASSENGER CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

My Commission Expires September 30, 1980

CITY OF WASHINGTON)) ss.	·	•
DISTRICT OF COLUMBIA)	•	:
On this day of	, 1976, befor	e me person-
ally appeared	, to me perso	nally known,
who being by me duly sworn, says that h		
of FEDERAL FINANCING BANK; that one of		
foregoing instrument is the corporate s	seal of said cor	poration; tha
said instrument was signed and sealed c	on behalf of sai	d corporation
by authority of its Board of Directors;	and he acknowl	edged that th
execution of the foregoing instrument w	as the free act	and deed of
said corporation.	•	

NOTARY PUBLIC

My Commission Expires:

[Seal]

COMMONWEALTH OF)	•	
PENNSYLVANIA) ss.		
COUNTY OF ERIE)		
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On this	day of	, 1976, before 1	me
personally appear	ed	, to me person	hally
known, who, being	g by me duly	sworn, says that he is a	
of GENERAL ELECTI	RIC COMPANY,	that one of the seals affixed	to
the foregoing ins	strument is t	the corporate seal of said corpo	ora-
tion, that said i	instrument wa	is signed and sealed on behalf of	of
said corporation	by authority	of its Board of Directors; and	d he
acknowledged that	the executi	on of the foregoing instrument	was
the free act and	deed of said	l corporation.	•
		NOTARY PUBLIC in and for the	Common-
	•	wealth of Pennsylvania, residi	ing at
	•		
•	•	My commission expires	
•			

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed

Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad
Passenger Corporation and Federal Financing Bank are entering
into an Amendment to Conditional Sale Agreemen+, Equipment
Lease, Sale and Leaseback Agreement and Assignment of Lease
and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMI	INI	STRA	MOIT
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My Commission Expires:

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ATTEST:						
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STATE OF WASHIN	NGTON,) .	*			
DISTRICT OF CO	LUMBTA.) ss }	.:		•	
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and he acknowle	edged that	the	executio:	y Of Itan n of the	foregoin	a .
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[Seal]

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT LEASE, SALE AND LEASE BACK AGREEMENT AND ASSIGNMENT OF LEASE AND AGREEMENT

THIS AMENDMENT, dated as of December 31, 1975, among (i)
NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized
under the Rail Passenger Service Act, as amended, and the laws of
the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING
BANK, an instrumentality of the United States of America created
under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST
NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY,
a New York corporation (the "Builder").

WITNESSETH:

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

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WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement

(herein the "Assignment of Lease and Agreement") dated as of

June 1, 1975, between Trustee and Federal Financing Bank, Trustee

assigned its right, title and interest as Lessor under the Equip
ment Lease to Federal Financing Bank subject to Trustee's rights

to exercise its rights, powers and privileges under said Lease

provided there has been no default under the Conditional Sale

Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1,

1975 (hereinafter the "Trust Agreement") among the Trustors and
the Trustee, the Trustee is authorized to amend any of the abovedescribed documents to which it is a party upon the written

consent of all Trustors;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval
in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described
documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

- A. Capacity of the Parties.
- 1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.
- 2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale
 Agreement and the Sale and Lease Back Agreement.
- 3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

- 4. The Builder shall execute this Amendment in its capacity as a party to the Conditional Sale Agreement.
 - B. Amendment to the Equipment Lease.
- 1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.
- 2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:
 - a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.
 - b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.
- 3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.
- 4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.
 - 5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

- D. Amendment of the Conditional Sale Agreement.
- 1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

- 2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.
 - E. Amendment to the Sale and Lease Back Agreement.
- 1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back Agreement is hereby deleted in its entirety.
- 2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.
 - F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

FEDERAL FINANCING BANK

y Tes Peft M. - Forh

SEATTLE-FIRST NATIONAL BANK,

Trustee

GENERAL ELECTRIC COMPANY

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ATTEST:	: .					
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STATE OF WASHINGTON)
COUNTY OF KING)
On this

NOTARY PUBLIC

My Commission Expires:

[Seal]

CITY OF WASHINGTON)	
DISTRICT OF COLUMBIA)	
of NATIONAL RAILROAD PASSENG affixed to the foregoing ins corporation; that said instr of said corporation by author	, 1976, before me person- , to me personally known, says that he is an authorized officer SER CORPORATION; that one of the seals strument is the corporate seal of said rument was signed and sealed on behalf prity of its Board of Directors; and he cion of the foregoing instrument was th orporation.
	NOTARY PUBLIC
	My Commission Expires:
[Seal]	

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this 8 day of Opple , 1976, before me personally appeared RALPH M. FORBES , to me personally known, who being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

PUBL

[Seal]

Ms Commission Expires September 30, 1980

COMMONWEALTH OF)	
PENNSYLVANIA) ss.	er est amo de la transferación de la companya de la c
COUNTY OF ERIE)	
	, 1976, before me , to me personally worn, says that he is a hat one of the seals affixed to be corporate seal of said corpora-
said corporation by authority	signed and sealed on behalf of of its Board of Directors; and he on of the foregoing instrument was corporation.
	NOTARY PUBLIC in and for the Commonwealth of Pennsylvania, residing at
	My commission expires
[Seal]	

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EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed

Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

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Passenger Corporation and Federal Financing Bank are entering
into an Amendment to Conditional Sale Agreement, Equipment
Lease, Sale and Leaseback Agreement and Assignment of Lease
and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMINISTRATION

Federal Railroad Administrator

ATTEST:

STATE OF WASHINGTON,

Christopher S. Mg Councel, FRA

ss.:

DISTRICT OF COLUMBIA.

On this day of and, 1976, before me personally appeared and by me duly sworn, says that he is the Administrator of the Federal Railroad Administration; that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.

My Commission Expires:

NOTARY PUBLIC

M. Commencies Expires September 30, 1980

[Seal]

AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT LEASE, SALE AND LEASE BACK AGREEMENT AND ASSIGNMENT OF LEASE AND AGREEMENT

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- A. Capacity of the Parties.
- 1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.
- 2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale
 Agreement and the Sale and Lease Back Agreement.
- 3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

- 4. The Builder shall execute this Amendment in its capacity as a party to the Conditional Sale Agreement.
 - B. Amendment to the Equipment Lease.
- 1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.
- 2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:
 - a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.
 - b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.
- 3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.
- 4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.
 - 5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

- D. Amendment of the Conditional Sale Agreement.
- 1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

- 2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.
 - E. Amendment to the Sale and Lease Back Agreement.
- 1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back

 Agreement is hereby deleted in its entirety.
- 2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.
 - F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

By

ATTEST:

Its

By S. G. Mamilton

Its General Manager

LOCOMOTIVE DEPARTMENT

ATTEST:

STATE OF WASHINGTON)		
COUNTY OF KING)		•
On this day of ally appeared who being by me duly sworn, sa of SEATTLE-FIRST NATIONAL BANK that one of the seals affixed corporate seal of said associated and sealed on behalf of said a of Directors; and he acknowled instrument was the free act are	Tys that he is an Authori (, a national banking ass to the foregoing instrumention, that said instruments association by authority alged that the execution o	nally known, zed Officer ociation, ent is the nt was signed of its Board of the foregoing
	NOTARY PUBLIC My Commission Expires:	

CITY OF WASHINGTON)) ss. DISTRICT OF COLUMBIA)	
On this day of ally appeared who being by me duly sworn, says that he of NATIONAL RAILPOAD PASSENGER COPPORATI affixed to the foregoing instrument is t corporation; that said instrument was si of said corporation by authority of its acknowledged that the execution of the f free act and deed of said corporation.	ON; that one of the seals he corporate seal of said gned and sealed on behalf Board of Directors; and he
	NOTARY PUBLIC ion Expires:

CITY OF WASHINGTON) ·			
) ss.			
DISTRICT OF COLUMBI	(A)			
•				•
On this	day of	, 19	76, before	me person-
ally appeared				ally known,
who being by me dul	y sworn, says	that he is an	n authorize	ed officer
of FEDERAL FINANCIN	G BANK; that	one of the sea	als affixed	d to the
foregoing instrumen				
said instrument was				
by authority of its				
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said corporation.				
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		NOTAR	Y PUBLIC	* *
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	36	Commission D		• • •

COMMONWEALTH OF)
PENNSYLVANIA) ss.
COUNTY OF ERIE)

On this 25th day of February , 1976, before me personally appeared S. G. Hamilton , to me personally known, who, being by me duly sworn, says that he is a General Mgr. of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC in and for the Common-wealth of Pennsylvania, residing at

My commission expires

[Seal]

MARGARET M. FREW, Notary Public Erie, Erie Co., Pa. My Commission Expires June 7, 1976

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed

Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad
Passenger Corporation and Federal Financing Bank are entering
into an Amendment to Conditional Sale Agreement, Equipment
Lease, Sale and Leaseback Agreement and Assignment of Lease
and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

FEDERAL RAILROAD ADMINISTRATION

My Commission Expires:

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		Ву				
		Fede	eral Rai	lroad	Adminis	strator
	•					
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STATE OF WASH	HINGTON.)	•	**	44	
•) ss.:				
DISTRICT OF (COLUMBIA.)				•
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AMENDMENT TO CONDITIONAL SALE AGREEMENT, EQUIPMENT LEASE, SALE AND LEASE BACK AGREEMENT AND ASSIGNMENT OF LEASE AND AGREEMENT

THIS AMENDMENT, dated as of December 31, 1975, among (i)
NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized
under the Rail Passenger Service Act, as amended, and the laws of
the District of Columbia (the "Railroad"), (ii) FEDERAL FINANCING
BANK, an instrumentality of the United States of America created
under the Federal Financing Bank Act of 1973, (iii) SEATTLE-FIRST
NATIONAL BANK, as Trustee (the "Trustee") under the Trust Agreement dated as of May 1, 1975, and (iv) GENERAL ELECTRIC COMPANY,
a New York corporation (the "Builder").

WITNESSETH:

WHEREAS, pursuant to a Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of June 1, 1975, Builder agreed to manufacture and sell to the Railroad and the Railroad agreed to purchase from Builder 25 diesel electric locomotives (collectively the "Locomotives").

WHEREAS, pursuant to an Agreement and Assignment (herein the "Agreement and Assignment") dated as of June 1, 1975, between Builder and Federal Financing Bank, Builder assigned to Federal Financing Bank all its right, title and interest in and to each of the Locomotives when delivered subject to payment of amounts specified in said Agreement and Assignment and all its right, title and interest in and to the Conditional Sale Agreement.

WHEREAS, pursuant to a Sale and Lease Back Agreement (the "Sale and Lease Back Agreement") dated as of June 1, 1975 between the Trustee and the Railroad, Trustee agreed to purchase the Locomotives from the Railroad;

WHEREAS, pursuant to an Equipment Lease (the "Equipment Lease") dated as of June 1, 1975 between Trustee and Railroad, Trustee agreed to lease the Locomotives to Railroad;

WHEREAS, pursuant to an Assignment of Lease and Agreement
(herein the "Assignment of Lease and Agreement") dated as of
June 1, 1975, between Trustee and Federal Financing Bank, Trustee
assigned its right, title and interest as Lessor under the Equipment Lease to Federal Financing Bank subject to Trustee's rights
to exercise its rights, powers and privileges under said Lease
provided there has been no default under the Conditional Sale
Agreement or the Equipment Lease;

WHEREAS, pursuant to a Guarantee Agreement (the "Guaranty Agreement") dated July 16, 1975 among the Deputy Federal Railroad Administrator of the Federal Railroad Administration (the "Deputy Administrator"), Trustee and Federal Financing Bank, the Deputy Administrator guaranteed the conditional sale indebtedness and certain obligations under the Equipment Lease;

WHEREAS, pursuant to a Trust Agreement dated as of May 1,

1975 (hereinafter the "Trust Agreement") among the Trustors and
the Trustee, the Trustee is authorized to amend any of the abovedescribed documents to which it is a party upon the written

consent of all Trustors;

WHEREAS, prior to December 31, 1975, the Term Lease Commencement Date under the Equipment Lease, 24 of the 25 Locomotives were delivered and leased to Railroad;

AND WHEREAS, the parties hereto desire to amend the documents to which they are parties or which require their approval
in order to bring the 25th Locomotive (hereinafter the "Locomotive") under the transaction evidenced by the above-described
documents (hereinafter referred to collectively as the "Documents").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

A. Capacity of the Parties.

- 1. The Trustee shall execute this Amendment in its capacity as a party to the Equipment Lease, the Sale and Lease Back Agreement and the Assignment of Lease and Agreement, and by execution shall be deemed to have given its approval to the Amendment of the Conditional Sale Agreement pursuant to Section 23 thereof.
- 2. The Railroad shall execute this Amendment in its capacity as a party to the Equipment Lease, the Conditional Sale Agreement and the Sale and Lease Back Agreement.
- 3. Federal Financing Bank shall execute this Amendment in its capacity as a party to the Assignment of Lease and Agreement and as assignee of the Conditional Sale Agreement pursuant to the terms of the Agreement and Assignment and as assignee of the Lessor's interest under the Equipment Lease pursuant to

the Assignment of Lease and Agreement.

- 4. The Builder shall enecute this wondment in its capacity as a party to the Conditional Sale Agreement.
 - B. Amendment to the Equipment Lease.
- 1. The date "December 31, 1975," on line 3 of Section 1.1 of the Equipment Lease is hereby deleted and the date May 1, 1976, is hereby inserted in lieu thereof.
- 2. Solely with respect to the Locomotive, the first periodic rent payment due July 2, 1976, pursuant to Sections 2.1(b) and 2.2 of the Equipment Lease shall be reduced by the following amounts for each day elapsed from December 31, 1975, to the Closing Date of the Locomotive:
 - a. an amount equal to 7.92% per annum of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) attributable to the Locomotive.
 - b. an amount equal to the difference between the Acquisition Cost of the locomotive multiplied by 4.8124% and the principal and interest on the Conditional Sale Indebtedness payable on July 2, 1976 computed from December 31, 1975, to July 2, 1976, such difference divided by 182.
- 3. In the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "March 15, 1976" shall be inserted in lieu thereof.
- 4. Solely with respect to the Locomotive, the date "December 31, 1975," in line 5 of Section 14(f) of the Equipment Lease is hereby deleted and the date "December 31, 1976," is hereby inserted in lieu thereof.
 - 5. Solely with respect to the Locomotive, the year "1975"

in line 17 of Section 15.1 of the Equipment Lease is hereby deleted and the year "1976" is hereby inserted in lieu thereof.

6. Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or March 15, 1976, whichever is earlier.

7. Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on March 15, 1976.

8. The following proviso is hereby inserted at the end of the first sentence of the paragraph immediately following paragraph (c) of Section 22.1 of the Equipment Lease:

provided, however, that Lessor shall not deliver said bill of sale to Lessee unless and until Lessor has received a document duly executed by Lessor, Lessee and Federal Financing Bank whereby Lessee assumes each and every obligation of Lessor with respect to the conditional sale indebtedness and Federal Financing Bank fully and completely releases Lessor from any and all further liability for said conditional sale indebtedness.

- D. Amendment of the Conditional Sale Agreement.
- 1. The date "December 31, 1975," appearing in line 3 of Section 2.3, line 2 of Section 3.2 and line 2 of Section 3.5, all being sections of the Conditional Sale Agreement, is hereby deleted and the date "May 1, 1976," is hereby inserted in lieu

thereof.

- 2. The proviso in Section 14.1 of the Conditional Sale Agreement is hereby deleted in its entirety.
 - E. Amendment to the Sale and Lease Back Agreement.
- 1. The parenthetical phrase "(other than the obligation to pay the Conditional Sale Indebtedness and interest accrued thereon)" in the last sentence of Section 3 of the Sale and Lease Back Agreement is hereby deleted in its entirety.
- 2. The first sentence of Section 4 of the Sale and Lease Back Agreement is hereby deleted in its entirety.
 - F. Amendment to Assignment of Lease and Agreement.

The words "and the Railroad" in the last paragraph of § 1 of the Assignment of Lease and Agreement are hereby deleted in their entirety.

G. Updated Legal Opinions.

Anything in this Amendment or the Documents to the contrary notwithstanding, a condition precedent to the delivery and closing of the Locomotive shall be the delivery to the respective addressees, opinions of counsel, dated as of the Closing Date of the Locomotive, as called for in Section 4, paragraphs (d), (e) and (h) of the Agreement and Assignment and Sections 4.8, 4.9, 4.10 and 4.11 of the Participation Agreement, dated as of June 1, 1975. Such opinions shall state that the author has reviewed his opinion rendered pursuant to the above section and this Amendment to Conditional Sale Agreement, Equipment Lease, Sale and Lease Back Agreement and Assignment of Lease and Agreement, and that

his earlier opinion is still in full force and effect.

H. Execution in Counterparts.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Amendment is dated as of the date first set forth above, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized, and the respective corporate seal to be hereunto affixed and duly attested.

	SEATTLE-FIRST NATIONAL BANK, Trustee
ATTEST:	By Its
	NATIONAL RAILROAD PASSENGER CORPORATIO
	By
ATTEST:	
	FEDERAL FINANCING BANK
	By
ATTEST:	

GENERAL ELECTRIC COMPANY

·		Ву		
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ATTEST:

STATE OF WASHINGTON)

COUNTY OF KING)

On this 13th day of filtrens, 1976, before me personally appeared to me personally known, who being by me duly sworn, safe that he is an Authorized Officer of SEATTLE-FIRST NATIONAL BANK, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Mathel Cranfiel NOTARY PUBLIC

My Commission Expires: 2/27/79

CITY OF WASHINGTON)			
) ss.			
DISTRICT OF COLUMBIA)			
		*	• ,
On this day of		1976, before	me person-
ally appeared	<u></u>	to me person	ally known,
who being by me duly sworn, s	ays that he is	an authoriz	ed officer
of NATIONAL RAILROAD PASSENGE	R CORPORATION;	that one of	the seals
affixed to the foregoing inst			
corporation; that said instru	ment was signe	d and sealed	on behalf
of said corporation by author	ity of its Boa	rd of Direct	ors; and he
acknowledged that the executi	on of the fore	going instru	ment was th
free act and deed of said cor	poration.		
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	My Co	ommission Exp	ires:	
[Seal]				

COMMONWEALTH OF	,)		* *	
PENNSYLVANIA) ss.		*	
COUNTY OF ERIE)	. ,		
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the foregoing inst	rument is t	the corporate s	seal of said	corpora-
tion, that said in	strument wa	as signed and a	sealed on beha	alf of
said corporation b	y authority	of its Board	of Directors	; and he
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[Seal]				
[sear]				17

EXHIBIT A

APPROVAL BY ADMINISTRATOR

WHEREAS, on July 16, 1975, Seattle-First National Bank, a national banking association, as Trustee, Federal Financing Bank and the Deputy Federal Railroad Administrator of the Department of Transportation of the United States of America (the "Deputy Administrator"), entered into a guarantee agreement

WHEREAS, the Deputy Administrator has been appointed

Federal Railroad Administrator of the Department of Transportation of the United States of America (hereinafter the "Administrator")

WHEREAS, Seattle-First National Bank, National Railroad
Passenger Corporation and Federal Financing Bank are entering
into an Amendment to Conditional Sale Agreement, Equipment
Lease, Sale and Leaseback Agreement and Assignment of Lease
and Agreement (the "Amendment") contemporaneously herewith.

NOW, THEREFORE, in consideration of the premises, the Administrator hereby gives his approval to the Amendment pursuant to Section 24.1 of the Equipment Lease, Section 6 of the Sale and Leaseback Agreement and Section 23 of the Conditional Sale Agreement, which agreements are more fully

defined in the Amendment.

	Ву
	Federal Railroad Administrato
ATTEST:	
	mandador de en en emercadadorea.
TATE OF WASHINGTON,)
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DISTRICT OF COLUMBIA.	
	y of , 1976, before me
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